

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (“First Amendment”) is made this _____ day of _____, 2013, by and between the County of San Luis Obispo, a public entity in the State of California (“County”) and Woods Humane Society, Inc., a California non-profit public benefit, 501(c) (3), corporation (“Lessee”); and is effective as of the date signed by the San Luis Obispo County Board of Supervisors. (“Effective Date”).

Whereas, the County and Lessee entered into that certain Lease dated December 11, 2001, (“Lease”) wherein Lessee leased, pursuant to the terms and conditions set forth therein, the premises commonly known as 875 Oklahoma Avenue, San Luis Obispo, California (“Premises”; and

Whereas, the County and Lessee entered into a Memorandum of Understanding dated December 11, 2001 (“MOU”) to memorialize their understanding for the coordination of the adoption and licensing of homeless domestic dogs and cats in San Luis Obispo County; and

Whereas, the parties now wish to amend certain provisions in the Lease, including the addition of certain provisions of the MOU (which the parties agree shall terminate on the Effective Date of this First Amendment to Lease), as described herein this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Section 2 (Rental), subsection A of the Lease, is hereby deleted in its entirety and replaced with the following:
 - A) Cash rent shall be waived in lieu of Lessee’s obligation to perform the following:
 - a) Lessee shall accept on a fiscal year basis the transfer of no less than 120 *healthy* or *treatable* adult dogs and 180 *healthy* or *treatable* adult cats from County. For the purpose of assuring a standard for categorizing dogs and cats, the parties agree to use the Asilomar Accords (Exhibit 1) as the reference document for mutual use, except that the terms “*healthy*”, “*treatable*” and “adult” shall be defined as follows:
 - i. The term *Healthy* shall be interpreted to mean any dog or cat eight weeks of age or older that manifests no sign of a behavioral or temperamental characteristic that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and which manifests no sign or disease, injury, congenital or hereditary condition that adversely affects the health of the animal or is likely to adversely affect the animal’s health in the future.
 - ii. The term *Treatable* shall be interpreted to mean any dog or cat eight weeks of age or older which is not *healthy* but is likely to

become *healthy*, or which would likely maintain a satisfactory quality of life, if given medical, foster, behavioral or other care equivalent to the care typically provided to pets by reasonable and caring pet owners in San Luis Obispo County.

- iii. The term *Adult* shall be interpreted to mean any dog 1 year of age or older or any cat 8 months of age or older.
- b) County must have legal ownership of an animal before a transfer may occur.
- c) All animal transfers will be subject to the normal animal rescue policy and procedures of County's Animal Services Division or its successor. In the circumstance that Lessee and another animal rescue group express concurrent interest in an animal, Woods shall have first right of refusal.
- d) Woods shall accept the return of any transferred animal from its adoptive owner for at least one year following the date of adoption.
- e) The accounting period for the animal transfer requirements shall coincide with the period established as the County's fiscal accounting year.
- f) Lessee shall assume responsibility for licensing of all dogs adopted from its facility and for collecting all applicable fees on behalf of the County.
- g) Lessee shall submit to County's Animal Services Division or its successor on a weekly basis a list of all licenses sold, along with all completed license applications and all license fees collected.
- h) County shall, at no cost to Lessee, provide Lessee with license applications, numbered license tags and any other items or materials necessary for the issuance of animal licenses and not normally utilized by Lessee in the course of their other business operations.
- i) County shall provide Lessee with written directions as to how to complete license applications and how applicable fees are to be collected.
- j) The County shall, at no cost to the Lessee, receive and dispose of the remains of any animal owned by Lessee which dies or is euthanized at its facility.
- k) In the event that an animal owned by Lessee is subject to quarantine for rabies observation pursuant to California State Health & Safety Code, County shall effect and establish such quarantine in accordance with its normal policies and procedures at no cost to Lessee.

2. Section 2 (Rental), subsection B of the Lease, is hereby deleted in its entirety and replaced with the following:

“In the event that Lessee fails to accept the transfer of the required number of animals in the time period specified in Section 2 (Rental), subsection A, any animals transferred in the first quarter of the subsequent accounting period may be counted against the deficiency from the preceding period. Any animals so attributed to the preceding accounting period may not be attributed to the animal transfer requirements of the current accounting period. If Lessee remains deficient in the number of animals transferred at the end of the first quarter of the subsequent accounting period, Lessee shall pay County the fair market rent for a comparable commercial service site prorated to reflect number of animals which were transferred. For the purposes of such proration, each animal transferred shall count as one three-hundredth (1/300th) of the total rental value.

In the event Lessee and County agree to terminate performance obligations of Lessee as specified in Section 2 (Rental), subsection A above and commence with a rental payment schedule, Lessee shall pay County the Fair Market Rent in proportionate twelve month installments, payable in advance on the first day of each month, without deduction, offset or abatement except as provided in paragraph 23. All rental payments shall be sent to the following address: General Services Agency, 1087 Santa Rosa Street, San Luis Obispo, CA 93408, attn: Property Management. Every subsequent fiscal year anniversary thereafter, the preceding year’s index shall be adjusted upward according to any percentage rise in the Consumer Price Index (CPI). The adjustment shall be by a percentage equal to the percentage increase of the Consumer Price Index between the previous April published CPI and the corresponding CPI for the same period twelve months previous. If there is a decrease or no change in the CPI, then the preceding year’s rent will not be adjusted.

The term “Consumer Price Index” refers to the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles – Anaheim – Riverside Statistical Area, California, based on the period of 1982-84 = 100 as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

The index for the adjustment date shall be the one reported in the U.S. Department of Labor’s most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base other than the base period (1982-84=100), the base figure used for calculating the adjustment percentage shall first be converted under a formula supplied by the Bureau.

If the described index is no longer published, another generally recognized as authoritative shall be substituted by agreement of County and Lessee. If

County and Lessee are unable to agree within 30 days after demand by either party, on application of either party the substitute index shall be selected by the chief officer of the San Francisco regional office of the Bureau of Labor Statistics or its successor. County shall provide written notice to Lessee of each adjusted rental amount on a fiscal basis. If rent is not adjusted at the time for said adjustment as provided herein, Lessee shall continue to pay the rent established for the prior period until such adjustment is made, at which time Lessee shall promptly pay to County any deficiency and shall henceforth pay at the adjusted rate of rent.

Additionally, at the end of each five year period, regardless of exercised options and extensions, the rental rate shall be reviewed and adjusted, if necessary, by mutual agreement, to reflect the market rental rate for rental property of similar quality and location. If Lessor and County are unable to agree on the rental rate at any five year interval, each shall appoint a competent and disinterested real estate appraiser with at least five years full-time commercial appraisal experience. The rent shall be the average of the two appraisers' determination of fair market rent, but shall not decrease below the current rental rate."

3. Section 3 (Term), subsection 2 of the Lease is amended as follows: The last sentence is deleted in its entirety and replaced with the following:

"The proposed facility shall be defined on said referenced Development Plan and shall be a substantial improvement capable of providing, in County's opinion, adoption and licensing services for homeless animals and such services as specified in Section 2 (Rental), subsection A of the Lease."

Section 3 (Term), subsection 3 of the Lease is deleted in its entirety and replaced with the following:

In the event that Lessee completes its proposed landscaping improvements, substantially in the form and within the timeline specified on Exhibit 2, which are valued at approximately \$200,000, and upon review and approval (in writing) by Director of Lessee's satisfactory completion of said improvements, the term of this Lease shall be for a period of forty (40) years commencing upon the execution date of the Lease, which was December 11, 2001, with two five (5) year options to renew, upon mutual consent by County and Lessee, which shall be had in writing at least one hundred and twenty (120) days prior to the expiration of the original lease term or extensions thereof.

In the event that Lessee fails to complete to the Director's satisfaction its proposed landscape improvements, substantially in the form and within the timeline specified on Exhibit 2, the term of this Lease shall be for a period of thirty (30) years commencing upon the execution date of the Lease, which was December 11, 2001,

with two five (5) year options to renew, upon mutual consent by County and Lessee, which shall be had in writing at least one hundred and twenty (120) days prior to the expiration of the original lease term or extensions thereof.

4. Section 4 (Performance of Lease Agreement and County Buy-Out) of the Lease is hereby deleted in its entirety.
5. Section 5 (Construction on Premises) of the Lease is amended as follows:

The second sentence shall be deleted in its entirety and replaced as, "Lessee shall have the right to finance and construct within an area of approximately 4.31 acres as shown on Exhibit "A", a facility consistent with the approved County Operations Center Master Plan and consistent with Section 2 (Rental) subsection A of the Lease, at Lessee's sole cost and expense."

Also, the reference to "Director" shall mean the General Services Agency Director.

6. Section 7 (Use of Leased Premises) of the Lease is amended as follows:

The first sentence shall be deleted in its entirety and replaced as, "The Premises and appurtenant improvements shall be used for the primary purpose of constructing, maintaining, operating and managing a non-profit animal services and humane shelter pursuant to the terms and conditions of the Lease."

7. Section 10 (Performance Bond Requirements) of the Lease is hereby amended by deleting the paragraph in its entirety and replacing the paragraph with the following language:

"Lessee will be collecting funds and providing services on behalf of the County. For as long as these services are provided, Lessee agrees to furnish a faithful performance bond in the sum of \$10,000 dollars (or a cashier's check, or a bank letter of credit, or certificate of deposit in name of County with interest payable to Lessee, in lieu thereof), it being understood and agreed that such bond shall be in force at all times during the performance of said services; and, if cancelled, Lessee shall immediately seek and obtain a similar replacement bond or this Lease shall be terminated effective immediately. This security shall guarantee faithful performance of all Lessee's obligations and responsibilities defined in Section 2 (Rental) subsection A of the Lease. Said bond shall be kept by Lessee in full force and effect during the provision of services to insure faithful performance by Lessee of all the covenants, terms and conditions of the Lease inclusive of, but not restricted to, the payment of all fees and charges. The surety company issuing said bond or bonds shall give County notice in writing at least thirty (30) days prior to any expiration of the bond or bonds of Lessee."

8. Section 15 (Remodeling, Alterations, and Additions) of the Lease is hereby amended to include the following second paragraph:

Notwithstanding the foregoing, provided the permitting process required by any local, municipal, county, State or Federal law, or regulation is followed, no further consent or approval by the Director shall be required for internal remodeling or completion of projects, or portions thereof, consistent with the primary purpose of the operation of the shelter.

9. Section 25 (Notices) of the Lease is hereby amended as follows:

Any notices, demands, or communications, under or in connection with this Lease, may be served upon County by personal service or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to:

County at County of San Luis Obispo
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, California 93408
Attn: Property Manager

and may likewise be served on Lessee by personal service, or by mailing same by certified mail in the United States Post Office, postage prepaid, and directed to:

Woods Humane Society
875 Oklahoma Avenue
San Luis Obispo, CA 93405
Attn: President of the Board of Directors

Either County or Lessee may change such address by notifying the other party in writing as to any appropriate new address.

10. Section 29 (Drug Free Workplace) of the Lease is hereby amended as follows:

"Lessee and Lessee's employees shall comply with County's policy of a drug free workplace. Neither Lessee nor Lessee's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, methamphetamine, or amphetamines at any of Lessee's facilities or County's facilities or work sites. If any employee of Lessee is found to be under the influence of, or in possession of, any illegal substance at the Premises, Lessee shall not permit such employee to return to the Premises after Lessee becomes aware of such finding, except for one supervised return for the purposes of terminating employment of such employee. If Lessee becomes aware that any of Lessee's employees, during the course of their employ with Lessee, are convicted or pleads nolo contendere to a criminal substance abuse statute, Lessee shall be responsible for notifying the Director or his

designee within seventy-two (72) hours of becoming aware of said conviction or plea. Violation of this notification provision shall constitute grounds for termination of this Lease.”

11. Section 30 (Breach) of the Lease is hereby amended as follows:

“Notwithstanding any other provisions contained herein, County may cancel and terminate this Lease if Lessee shall fail, neglect or refuse to perform and obey any material term or condition set forth in this Lease, after County has given to Lessee written notice with specified time limitation of at least thirty (30) calendar days to do so, unless County reasonably determines that such material failure, neglect or refusal by nature cannot be remedied within the time specified in said notice and Lessee has within the stated time period of the notice commenced and does thereafter continue diligent efforts to remedy such failure, neglect or refusal. County shall not be obligated to compensate Lessee for any or all of its equipment, fixtures, or any improvements (permanent or personal) made by Lessee to the Premises. This Lease shall only be terminated for breach upon direction from the San Luis Obispo County Board of Supervisors, or its successors.”

12. Section 38 (Entire Agreement and Modifications). The second sentence is deleted in its entirety and replaced with the following:

“No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties.”

13. Except as set forth herein, all other terms and conditions in the Lease shall remain in full force and effect. In the event any term or condition herein conflicts with any other provision in the Lease, the term and condition herein shall control.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date signed below.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors on
_____, 2013

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL
EFFECT:

RITA L. NEAL
County Counsel

By: Shannah Mattingly
Deputy County Counsel

Date: 5/8/13

LESSEE:

Woods Humane Society, Inc. a California
non-profit public benefit, 501 (c)(3)
corporation

By: Kevin Dye
Kevin Dye, President

Date: 04/23/2013

By: Simone Michel
Simone Michel, Secretary

Date: 4/23/13

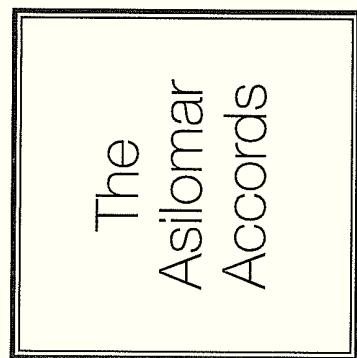


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I. Preface

In August of 2004, a group of animal welfare industry leaders from across the nation convened at Asilomar in Pacific Grove, California, for the purpose of building bridges across varying philosophies, developing relationships and creating goals focused on significantly reducing the euthanasia of healthy and treatable companion animals in the United States.

Through hard work, lively discussion and brainstorming, a common vision for the future was adopted. The leadership of the following organizations participated in the original, and/or subsequent meetings, and were involved in the drafting of the "Asilomar Accords".

Martha Armstrong	The Humane Society of the United States
Richard Avanzino	Maddie's Fund
Pamela Burns	Hawaiian Humane Society & The National Council on Pet Population Study & Policy
Perry Fina	North Shore Animal League and The Pet Savers Foundation
Mark Goldstein, D.V.M.	San Diego Humane Society and SPCA
Belinda Lewis	Fort Wayne Animal Care & Control
Dave Loftus	Pet-Ark
Jane McCall	Dubuque Humane Society
Jan McHugh-Smith	Humane Society of Boulder Valley
Steven McHugh	Unison Business Development
Nancy McKenney	Humane Society for Seattle/King County
Dan Morrison	Southeast Area Animal Control Authority
John Nagy	Dumb Friends League & the Society of Animal Welfare Administrators (SAWA)
Cheryl Naumann	Arizona Humane Society
Robert Rohde	Dumb Friends League
Edwin Sayres	American Society for the Prevention of Cruelty to Animals
John Snyder	The Humane Society of the United States
Karen Terpstra	Pasadena Humane Society & SPCA
Gary Tiscomia	SPCA of Monterey County & the Society of Animal Welfare Administrators (SAWA)
Marie Belew Wheatley	American Humane Association

II. Guiding Principles

1. The mission of those involved in creating the *Asilomar Accords* is to work together to save the lives of all healthy and treatable companion animals.
2. We recognize that all stakeholders in the animal welfare community have a passion for and are dedicated to the mutual goal of saving animals' lives.
3. We acknowledge that the euthanasia of healthy and treatable animals is the sad responsibility of some animal welfare organizations that neither desired nor sought this task. We believe that the euthanasia of healthy and treatable animals is a community-wide problem requiring community-based solutions. We also recognize that animal welfare organizations can be leaders in bringing about a change in social and other factors that result in the euthanasia of healthy and treatable animals, including the compounding problems of some pet owners/guardians' failure to spay and neuter; properly socialize and train; be tolerant of; provide veterinary care to; or take responsibility for companion animals.
4. We, as animal welfare stakeholders, agree to foster a mutual respect for one another. When discussing differences of policy and opinion, either publicly or within and among our own agencies, we agree to refrain from denigrating or speaking ill of one another. We will also encourage those other individuals and organizations in our sphere of influence to do the same.
5. We encourage all communities to embrace the vision and spirit of these Accords, while acknowledging that differences exist between various communities and geographic regions of the country.
6. We encourage the creation of local "community coalitions" consisting of a variety of organizations (e.g., governmental animal control agencies, nonprofits shelters, grassroots foster care providers, feral cat groups, funders and veterinary associations) for the purpose of saving the lives of healthy and treatable animals. We are committed to the belief that no one organization or type of organization can achieve this goal alone, that we need one another, and that the only true solution is to work together. We need to find common ground, put aside our differences and work collaboratively to reach the ultimate goal of ending the euthanasia of healthy and treatable companion animals.
7. While we understand that other types of programs and efforts (including adoption, spay and neuter programs, education, cruelty investigations, enforcement of animal control laws and regulations, behavior and training assistance and feral cat management) play a critical role in impacting euthanasia figures, for purposes of this nationwide initiative we have elected to leave these programs in the hands of local organizations and encourage them to continue offering, and expanding upon, these critical services.
8. In order to achieve harmony and forward progress, we encourage each community coalition to discuss language and terminology which has been historically viewed as hurtful or divisive by some animal welfare stakeholders (whether intentional or inadvertent), identify "problem" language, and reach a consensus to modify or phase out language and terminology accordingly.
9. We believe in the importance of transparency and the open sharing of accurate, complete animal-sheltering data and statistics in a manner which is clear to both the animal welfare community and the public.
10. We believe it is essential to utilize a uniform method for collecting and reporting shelter data, in order to promote transparency and better assess the euthanasia rate of healthy and treatable animals. We determined that a uniform method of reporting needs to include the collection and analysis of animal-sheltering data as set forth in the "Animal Statistics Table." These statistics need to be collected for each individual organization and for the community as a whole and need to be reported to the public annually (e.g., web sites, newsletters, annual reports). In addition, we

III. Definitions

determined that each community's "Live Release Rate" needs to be calculated, shared and reported annually to the public, individually by each organization and jointly by each community coalition. Both individual organizations and community coalitions should strive for continuous improvement of these numbers. The "Animal Statistics Table" and formulas for calculating the "Live Release Rate" are set forth in Section IV of these Accords.

11. We developed several standard "definitions" to enable uniform and accurate collection, analysis and reporting of animal-sheltering data and statistics. We encourage all communities to adopt the definitions which are set forth in Section III, and implement the principles of these Accords.
12. While we recognize that many animal welfare organizations provide services to companion animals other than dogs and cats, for purposes of this nationwide initiative we have elected to collect and share data solely as it relates to dogs and cats.
13. We are committed to continuing dialogue, analysis and potential modification of this vision as needs change and as progress is made toward achieving our mission.

14. Those involved in the development of the *Asilomar Accords* have agreed to make a personal commitment to ensure the furtherance of these accords, and to use their professional influence to bring about a nationwide adoption of this vision.

In order to facilitate the data collection process and assure consistent reporting across agencies, the following definitions have been developed. The Asilomar participants hope that these definitions are applied as a standard for categorizing dogs and cats in each organization. The definitions, however, are not meant to define the outcome for each animal entrusted to our care.

Healthy

The term "healthy" means and includes all dogs and cats eight weeks of age or older that, at or subsequent to the time the animal is taken into possession, have manifested no sign of a behavioral or temperamental characteristic that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, a congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.

Treatable

The term "treatable" means and includes all dogs and cats who are "rehabilitatable" and all dogs and cats who are "manageable."

Rehabilitatable: The term "rehabilitatable" means and includes all dogs and cats who are not "healthy," but who are likely to become "healthy," if given medical, foster, behavioral, or other care equivalent to the care typically provided to pets by reasonable and caring pet owners/guardians in the community.

Manageable: The term "manageable" means and includes all dogs and cats who are not "healthy" and who are not likely to become "healthy," regardless of the care provided; but who would likely maintain a satisfactory quality of life, if given medical, foster, behavioral, or other care, including long-term care, equivalent to the care typically provided to pets by reasonable and caring owners/guardians in the community; provided, however, that the term "manageable" does not include any dog or cat who is determined to pose a significant risk to human health or safety or to the health or safety of other animals.

Unhealthy and Untreatable

The term "unhealthy and untreatable" means and includes all dogs and cats who, at or subsequent to the time they are taken into possession,

- (1) have a behavioral or temperamental characteristic that poses a health or safety risk or otherwise makes the animal unsuitable for placement as a pet, and are not likely to become "healthy" or "treatable" even if provided the care typically provided to pets by reasonable and caring pet owners/guardians in the community; or
- (2) are suffering from a disease, injury, or congenital or hereditary condition that adversely affects the animal's health or is likely to adversely affect the animal's health in the future, and are not likely to become "healthy" or "treatable" even if provided the care typically provided to pets by reasonable and caring pet owners/guardians in the community; or
- (3) are under the age of eight weeks and are not likely to become "healthy" or "treatable," even if provided the care typically provided to pets by reasonable and caring pet owners/guardians in the community.

IV. Annual Animal Statistics & Live Release Rate Formulas

1. Annual Animal Statistics Table		
	Dog	Cat
A BEGINNING SHELTER COUNT (date)		
INTAKE (Live Dogs & Cats Only)		
B From the Public		
C Incoming Transfers from Organizations within Community/Coalition		
D Incoming Transfers from Organizations outside Community/Coalition		
E From Owners/Guardians Requesting Euthanasia		
F Total Intake [B + C + D + E]		
G Owner/Guardian Requested Euthanasia (Unhealthy & Un treatable Only)		
H ADJUSTED TOTAL INTAKE [F minus G]		
I ADOPTIONS		
J OUTGOING TRANSFERS to Organizations within Community/Coalition		
K OUTGOING TRANSFERS to Organizations outside Community/Coalition		
L RETURN TO OWNER/GUARDIAN		
M DOGS & CATS EUTHANIZED		
M Healthy (Includes Owner/Guardian Requested Euthanasia)		
N Treatable - Rehabilitable (Includes Owner/Guardian Requested Euthanasia)		
O Treatable - Manageable (Includes Owner/Guardian Requested Euthanasia)		
P Unhealthy & Un treatable (Includes Owner/Guardian Requested Euthanasia)		
Q Total Euthanasia [M + N + O + P]		
R Owner/Guardian Requested Euthanasia (Unhealthy & Un treatable Only)		
S ADJUSTED TOTAL EUTHANASIA [Q minus R]		
T SUBTOTAL OUTCOMES [I-J+K+L+S] Excludes Owner/Guardian Requested Euthanasia (Unhealthy & Un treatable Only)		
U DIED OR LOST IN SHELTER/CARE		
V TOTAL OUTCOMES [T+U] Excludes Owner/Guardian Requested Euthanasia (Unhealthy & Un treatable Only)		
W ENDING SHELTER COUNT (date)		

2. Annual Live Release Rate Formulas

The Annual Live Release Rate is calculated by dividing total live outcomes (adoptions, outgoing transfers, and return to owner/guardian) by total outcomes (total live outcomes plus euthanasia not including owner/guardian requested euthanasia or died/lost in shelter/care). NOTE: The Annual Live Release Rate Formula is different for an individual agency and a coalition or community due to transfers between agencies.

Calculation for an individual agency:

Adoptions + All Outgoing Transfers + Return to Owner/Guardian divided by Total Outcomes excluding owner/guardian requested euthanasia (unhealthy and un treatable), and dogs and cats that died or were lost in the shelter/care.

$$\text{Annual Live Release Rate} = (I + J + K + L) / (T) * 100 = \text{_____}%$$

When reporting the Annual Live Release Rate for an individual agency you should include the following statement: The Annual Live Release Rate does not include _____ owner/guardian requested euthanasia which were unhealthy & un treatable [see Line R] and _____ dogs and cats that died or were lost in the shelter/care [see Line U].

Calculation for community or coalition:

Adoptions + Return to Owner/Guardian divided by Total Outcomes excluding all outgoing transfers, owner/guardian requested euthanasia (unhealthy and un treatable), and dogs and cats that died or were lost in the shelter/care.

$$\text{Annual Live Release Rate} = (I + K + L) / (T - J) * 100 = \text{_____}%$$

When reporting the Annual Live Release Rate for the community or a coalition, you should include the following statement: The Annual Live Release Rate does not include _____ owner/guardian requested euthanasia which were unhealthy & un treatable [see Line R] and _____ dogs and cats that died or were lost in the shelter/care [see Line U].

To check the accuracy of the shelter data you've compiled, the Beginning Shelter Count (A) plus the Adjusted Total Intake (H) should equal the Total Outcomes (V) plus the Ending Shelter Count (W): A + H = V + W

3. Example of Data to Publish for an Individual Agency

Annual Live Release Rate: 52%

The Annual Live Release Rate does not include 4,000 owner/guardian requested euthanasia which were unhealthy & untreatable and 200 dogs and cats that died or were lost in the shelter/care. (See following table)

2. Annual Animal Statistics Table

A BEGINNING SHELTER COUNT (1/1/03)	Dog	Cat	Total
	1,200	1,800	3,000
INTAKE (Live Dogs & Cats Only)			
B From the Public	24,000	30,000	54,000
C Incoming Transfers from Organizations within Community/Coalition	0	0	0
D Incoming Transfers from Organizations outside Community/Coalition	0	0	0
E From Owners/Guardians Requesting Euthanasia	1,800	2,200	4,000
F Total Intake [B + C + D + E]	25,800	32,200	58,000
G Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	-1,800	-2,200	-4,000
H ADJUSTED TOTAL INTAKE [F minus G]	24,000	30,000	54,000
I ADOPTIONS	8,000	10,000	18,000
J OUTGOING TRANSFERS to Organizations within Community/Coalition	1,000	1,500	2,500
K OUTGOING TRANSFERS to Organizations outside Community/Coalition	200	500	700
L RETURN TO OWNER/GUARDIAN	3,300	3,000	6,300
DOGS & CATS EUTHANIZED			
M Healthy (Includes Owner/Guardian Requested Euthanasia)	1,800	2,200	4,000
N Treatable – Rehabilitable (Includes Owner/Guardian Requested Euthanasia)	3,000	5,000	8,000
O Treable – Manageable (Includes Owner/Guardian Requested Euthanasia)	1,300	1,700	3,000
P Unhealthy & Untreatable (Includes Owner/Guardian Requested Euthanasia)	6,500	8,000	14,500
Q Total Euthanasia [M + N + O + P]	12,600	16,900	29,500
R Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	-1,800	-2,200	-4,000
S ADJUSTED TOTAL EUTHANASIA [Q minus R]	10,800	14,700	25,500
T SUBTOTAL OUTCOMES [I-J-K-L-S] Excludes Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	23,300	29,700	53,000
U DIED OR LOST IN SHELTER/CARE	75	125	200
V TOTAL OUTCOMES [T + U] (Excludes Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only))	23,375	29,825	53,200
W ENDING SHELTER COUNT (12/31/03)	1,825	1,975	3,800

Annual Live Release Rate Calculation for Individual Agency

$$\frac{(I+J+K+L) / (T - U)}{100} \\ 27,500 / 53,000 * 100 = 52\%$$

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Data Check: [3,000 + 54,000] = [53,200 + 3,800]; 57,000 = 57,000

4. Example of Data to Publish for Your Community or Coalition

Annual Live Release Rate: 49.5%

The Annual Live Release Rate does not include 7,000 owner/guardian requested euthanasia which were unhealthy & untreatable and 380 dogs and cats that died or were lost in the shelter/care. (See following table)

3. Annual Animal Statistics Table

A BEGINNING SHELTER COUNT (1/1/03)	Dog	Cat	Total
INTAKE (Live Dogs & Cats Only)			
B From the Public	24,000	30,000	54,000
C Incoming Transfers from Organizations within Community/Coalition	0	0	0
D Incoming Transfers from Organizations outside Community/Coalition	0	0	0
E From Owners/Guardians Requesting Euthanasia	1,800	2,200	4,000
F Total Intake [B + C + D + E]	25,800	32,200	58,000
G Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	-1,800	-2,200	-4,000
H ADJUSTED TOTAL INTAKE [F minus G]	24,000	30,000	54,000
I ADOPTIONS	8,000	10,000	18,000
J OUTGOING TRANSFERS to Organizations within Community/Coalition	1,000	1,500	2,500
K OUTGOING TRANSFERS to Organizations outside Community/Coalition	200	500	700
L RETURN TO OWNER/GUARDIAN	3,300	3,000	6,300
DOGS & CATS EUTHANIZED			
M Healthy (Includes Owner/Guardian Requested Euthanasia)	1,800	2,200	4,000
N Treatable – Rehabilitable (Includes Owner/Guardian Requested Euthanasia)	3,000	5,000	8,000
O Treable – Manageable (Includes Owner/Guardian Requested Euthanasia)	1,300	1,700	3,000
P Unhealthy & Untreatable (Includes Owner/Guardian Requested Euthanasia)	6,500	8,000	14,500
Q Total Euthanasia [M + N + O + P]	12,600	16,900	29,500
R Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	-1,800	-2,200	-4,000
S ADJUSTED TOTAL EUTHANASIA [Q minus R]	10,800	14,700	25,500
T SUBTOTAL OUTCOMES [I-J-K-L-S] Excludes Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only)	23,300	29,700	53,000
U DIED OR LOST IN SHELTER/CARE	75	125	200
V TOTAL OUTCOMES [T + U] (Excludes Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only))	23,375	29,825	53,200
W ENDING SHELTER COUNT (12/31/03)	1,825	1,975	3,800

Annual Live Release Rate Calculation for Community or Coalition

$$\frac{(I+J+K+L) / (T - U)}{100} \\ 40,400 / 81,600 * 100 = 49.5\% \\ \text{Data Check: } [5,200 + 85,200] = [84,480 + 5,920]; 90,400 = 90,400$$

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5. Glossary of Terms

- A) **Beginning Shelter Count (date):** The number of dogs and cats in your shelter or in your care including fosters at the beginning of the reporting period. The reporting period is annual—either a calendar year or a fiscal year. (date) refers to the first day of the reporting period written in the following format: month/day/year.
- B) **From the Public:** The number of live dogs and cats your shelter or animal group received from the public. This includes dogs and cats turned in or surrendered by their owners/guardians; stray dogs and cats turned in by the public; stray dogs and cats picked up in the field; and dogs and cats impounded for cruelty investigation, custody care, and statutory/ordinance impoundment.
- C) **Incoming Transfers from Organizations within Community/Coalition:** The number of dogs and cats your shelter or animal group received from other animal organizations participating in your collaborative group. (This only applies if the reporting organization is working collaboratively with other shelters/groups in their area.) NOTE: On the community or coalition level, C (*Incoming Transfers from Organizations within Community/Coalition*) should equal J (*Outgoing Transfers to Organizations within Community/Coalition*).
- D) **Incoming Transfers from Organizations outside Community/Coalition:** The number of dogs and cats your shelter or animal group received from animal organizations that are not participating in your collaborative group. NOTE: If you are not part of a collaboration that is compiling statistics, then all your incoming transfers would be listed here.
- E) **From Owners/Guardians Requesting Euthanasia:** The number of dogs and cats turned in or surrendered to your shelter or animal group by their owners/guardians for the purpose of euthanasia. This includes all categories of dogs and cats (healthy, treatable-rehabilitatable, treatable-manageable, unhealthy & untreatable). [See M, N, O, P for definitions of healthy, treatable-rehabilitatable, treatable-manageable, unhealthy & untreatable.]
- F) **Total Intake:** The sum of lines B through E. This includes all live dogs and cats for which your shelter or animal group assumed responsibility.
- G) **Owner/Guardian Requested Euthanasia (Unhealthy & Untreatable Only):** The number of unhealthy and untreatable dogs and cats your shelter or animal group euthanized at the request of their owners/guardians and the number of dogs and cats ordered to be euthanized by legislative, judicial or administrative action. Do not include any dogs and cats your shelter or animal group euthanized at the request of their owners/guardians and who were considered to be healthy, treatable-rehabilitatable or treatable-manageable at the time of death. [See M, N, O, P for definitions of healthy, treatable-rehabilitatable, treatable-manageable, unhealthy & untreatable.]
- H) **Adjusted Total Intake:** Lines F minus G. Total intake minus the number of unhealthy & untreatable dogs and cats your shelter or animal group euthanized at the request of their owners/guardians. [See P for definition of unhealthy & untreatable category.]
- I) **Adoptions:** The number of dogs and cats your shelter or animal group placed with members of the public. Do not include dogs and cats in foster homes or dogs and cats transferred to other animal welfare organizations.

- J) **Outgoing Transfers to Organizations within Community/Coalition:** The number of dogs and cats your shelter or animal group turned over to other animal organizations within your collaborative group. (This only applies if the reporting organization is working collaboratively with other shelters/groups in their area.) NOTE: On the community or coalition level, (Outgoing Transfers to Organizations within Community/Coalition) should be equal to C (*Incoming Transfers from Organizations within Community/Coalition*).
- K) **Outgoing Transfers to Organizations outside Community/Coalition:** The number of dogs and cats your shelter or animal group turned over to animal organizations that are not part of your collaborative group. NOTE: If you are not part of a collaboration which is compiling statistics, then all your outgoing transfers would be listed here.
- L) **Return to Owner/Guardian:** The number of stray dogs and cats your shelter or animal group reunited with their owners/guardians and the number of dogs and cats reclaimed by their owners/guardians.
- M) **Dogs & Cats Euthanized:** The number of dogs and cats your shelter or animal group euthanized, broken down into the following categories: healthy, treatable-rehabilitatable, treatable-manageable; and unhealthy & untreatable. Dogs and cats are categorized at the time of euthanasia. [See M, N, O, P for definitions of healthy, treatable-rehabilitatable, treatable-manageable, unhealthy & untreatable.]
- N) **Healthy (Includes Owner/Guardian Requested Euthanasia):** The number of healthy dogs and cats that your shelter or animal group euthanized including the number of healthy dogs and cats your shelter or animal group euthanized at the request of their owners/guardians. The term "healthy" means and includes all dogs and cats eight weeks of age or older that, at or subsequent to the time the animal is taken into possession, have manifested no sign of a behavioral or temperamental characteristic that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.
- O) **Treatable — Rehabilitatable (Includes Owner/Guardian Requested Euthanasia):** The number of treatable — rehabilitatable dogs and cats that your shelter or animal group euthanized including the number of treatable — rehabilitatable dogs and cats your shelter or animal group euthanized at the request of their owners/guardians. The term "treatable" means and includes all dogs and cats who are "rehabilitatable" and all dogs and cats who are "manageable." The term "rehabilitatable" means and includes all dogs and cats who are not "healthy" but who are likely to become "healthy," if given medical, foster, behavioral, or other care equivalent to the care typically provided to pets by responsible and caring pet owners/guardians in the community. (These conditions are generally considered to be curable.)
- P) **Treatable — Manageable (Includes Owner/Guardian Requested Euthanasia):** The number of treatable — manageable dogs and cats that your shelter or animal group euthanized including the number of treatable — manageable dogs and cats your shelter or animal group euthanized at the request of their owners/guardians. The term "treatable" means and includes all dogs and cats who are "rehabilitatable" and all dogs and cats who are "manageable." The term "manageable" means and includes all dogs and cats who are not "healthy" but who are likely to become "healthy," if given medical, foster, behavioral, or other care equivalent to the care typically provided to pets by responsible and caring pet owners/guardians in the community. (These conditions are generally considered to be curable.)

would likely maintain a satisfactory-quality of life, if given medical, foster, behavioral, or other care, including long-term care, equivalent to the care typically provided to pets by reasonable and caring pet owners/guardians in the community; provided, however, that the term "manageable" does not include any dog or cat who is determined to pose a significant risk to human health or safety or to the health or safety of other animals. [These conditions are generally considered to be chronic.]

P) **Unhealthy & Untreatable. (Includes Owner/Guardian Requested Euthanasia):** The number of unhealthy & untreatable dogs and cats that your shelter or animal group euthanized including the number of unhealthy & untreatable dogs and cats your shelter or animal group euthanized at the request of their owners/guardians and the number of dogs and cats ordered to be euthanized by legislative, judicial or administrative action.

The term "Unhealthy and Untreatable" means and includes all dogs and cats who, at or subsequent to the time they are taken into possession, (1) have a behavioral or temperamental characteristic that poses a health or safety risk or otherwise makes the animal unsuitable for placement as a pet, and are not likely to become "healthy" or "treatable" even if provided the care typically provided to pets by reasonable and caring pet owners/guardians in the community, or (2) are suffering from a disease, injury, or congenital or hereditary condition that adversely affects the animal's health or is likely to adversely affect the animal's health in the future, and are not likely to become "healthy" or "treatable" even if provided the care typically provided to pets by reasonable and caring pet owners/guardians in the community; or (3) are under the age of eight weeks and are not likely to become "healthy" or "treatable," even if provided the care typically provided to pets by reasonable and caring pet owners/guardians in the community.

Q) **Total Euthanasia:** Sum of lines M through P. This includes all dogs and cats your shelter or animal group euthanized (Healthy, Treatable - Rehabilitable, Treatable - Manageable, and Unhealthy & Untreatable). [See M, N, O, P for definitions of healthy, treatable-rehabilitable, treatable-manageable, unhealthy & untreatable.]

R) **Owner/Guardian Requested Euthanasia. (Unhealthy & Untreatable Only):** The number of unhealthy & untreatable dogs and cats that your shelter or animal group euthanized at the request of their owners/guardians and the number of dogs and cats ordered to be euthanized by legislative, judicial or administrative action. Do not include any dogs and cats your shelter or animal group euthanized at the request of their owners/guardians and who were considered to be healthy, treatable-rehabilitable or treatable-manageable at the time of death. [See M, N, O, P for definitions of healthy, treatable-rehabilitable, treatable-manageable, unhealthy & untreatable.]

S) **Adjusted Total Euthanasia:** Total Euthanasia minus Owner/Guardian Request Euthanasia (Unhealthy & Untreatable Only). [See P for definition of unhealthy & untreatable category.]

T) **Subtotal Outcomes:** Sum of lines I through L plus S. This includes the number of dogs and cats that your shelter or animal group adopted, transferred, returned to owner/guardian. Do not include the number of dogs and cats who died or were lost while in your shelter or in your care or the number of unhealthy & untreatable dogs and cats that your shelter or animal group euthanized at the request of their owners/guardians or the number of dogs and cats ordered to be euthanized by legislative, judicial or administrative action. [See P for definition of unhealthy & untreatable category.]

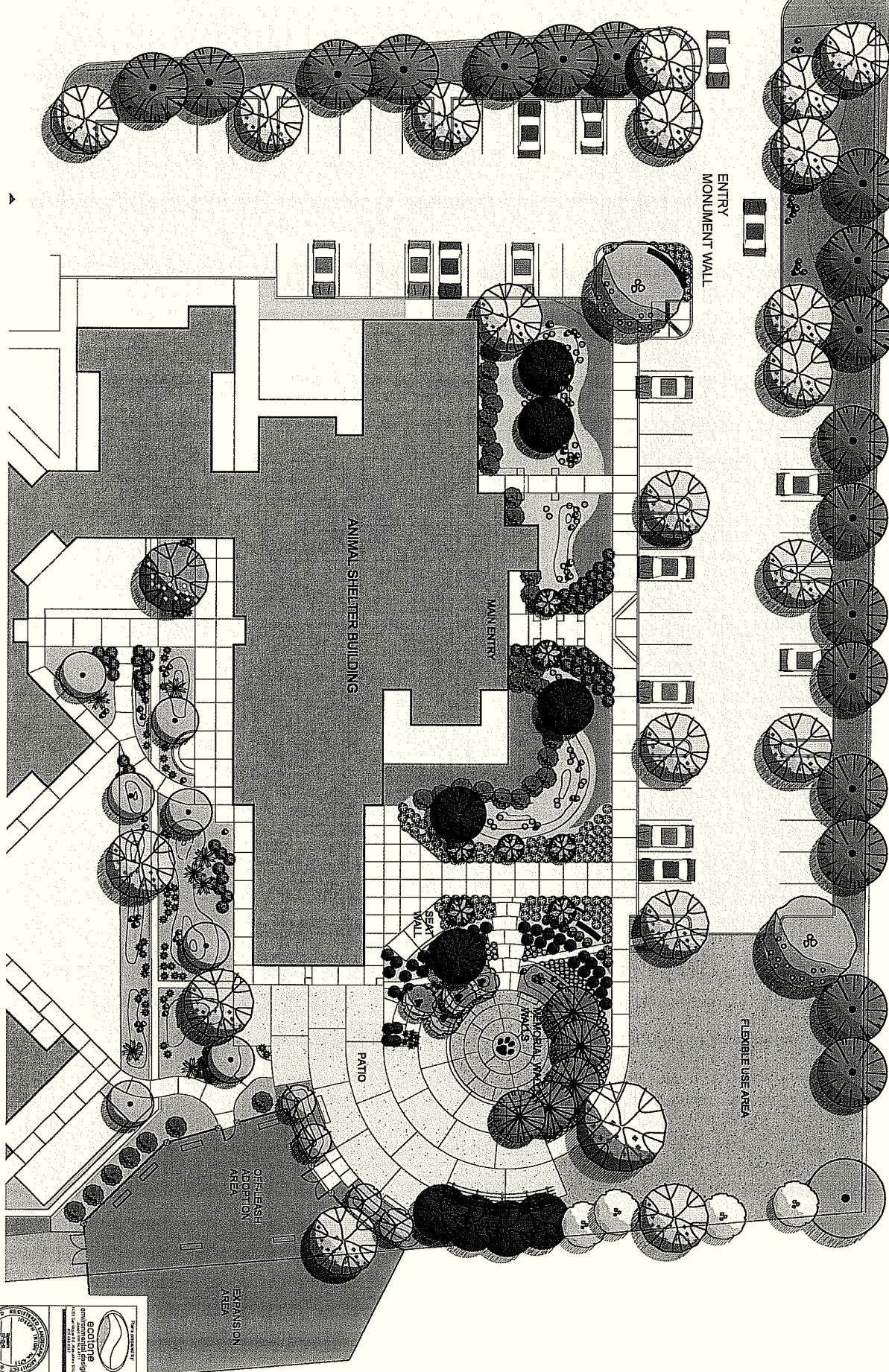
U) **Died or Lost in Shelter/Care:** The number of dogs and cats for which your shelter or animal group assumed responsibility and who died or could not be accounted for. This includes the number of dogs and cats who died of medical complications (and were not euthanized), died in foster care or in transit, or were lost or stolen from the shelter.

V) **Total Outcomes:** Sum of lines T and U. This is the total number of dog and cat outcomes which includes the number of dogs and cats your shelter or animal group adopted, transferred, returned to owner/guardian plus the number of dogs and cats for which your shelter or animal group assumed responsibility and who died of medical complications (and were not euthanized) or were lost or stolen (from the shelter or foster care). Total outcomes do not include the number of unhealthy & untreated dogs and cats that your shelter or animal group euthanized at the request of their owners/guardians or the number of dogs and cats ordered to be euthanized by legislative, judicial or administrative action. [See P for definition of unhealthy & untreatable category.]

W) **Ending Shelter Count (date):** The number of dogs and cats in your shelter or in your care including fosters at the end of the reporting period. The reporting period is annual – either a calendar year or a fiscal year. (date) refers to the last day of the reporting period written in the following format: month/day/year.

Special Note: To calculate the Annual Live Release Rate for your community or coalition, each participating shelter or animal group will need to fill out the Annual Animal Statistics Table for their individual organization. The reporting organization for the community/coalition will then compile this information for all the groups in one table and follow the instructions for calculating the community/coalition rate.

Exhibit 2



WOODS HUMANE SOCIETY

CONCEPTUAL LANDSCAPE PLAN FOR

875 OKAHOMA AVENUE SAN LUIS OBISPO CALIFORNIA

PLANS REARED BY WOODS HUMANE SOCIETY
875 OKAHOMA AVENUE SAN LUIS OBISPO CALIFORNIA

ENVIRONMENTAL DESIGN / JOSEPH N. PLATTY
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